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18 **UNITED STATES DISTRICT COURT**

19 **DISTRICT OF NEVADA**

20 BRANDY WELCH (formerly known as
21 BRANDY ROODE) and HEATHER
22 BLACKMUN, on behalf of themselves and
23 all others similarly situated,

24 Plaintiffs,

25 vs.

26 GOLDEN GATE CASINO, LLC, d/b/a
27 GOLDEN GATE HOTEL & CASINO; and
28 DOES 1 through 50, inclusive,

29 Defendants.

30 Case No.: 2:13-cv-01089-RFB-GWF

31 **ORDER GRANTING PLAINTIFFS'**
32 **MOTION FOR FINAL APPROVAL OF**
33 **COLLECTIVE AND CLASS ACTION**
34 **SETTLEMENT AND FOR**
35 **ATTORNEYS' FEES AND COSTS**
36 **AND CLASS REPRESENTATIVE**
37 **ENHANCEMENT PAYMENTS**

38 **DATE:** January 3, 2017

39 **TIME:** 2:30 p.m.

40 **CTRM:** 7C

41 **JUDGE:** Hon. Richard F. Boulware, III
42 [Class Action]

43 On January 3, 2017, the Court considered Plaintiffs' Motion for Final Approval of
44 Collective and Class Action Settlement and for Attorneys' Fees and Costs and Class
45 Representative Enhancement Payments and the papers submitted in support thereof. Leah L.
46 Jones of Thierman Buck, LLP appeared on behalf of Plaintiffs, Brandy Hill (formerly known as
47 Brandy Roode and formerly known as Brandy Welch) and Heather Blackmun, on behalf of
48 themselves and all others similarly situated (hereinafter "Plaintiffs") and Peter F. Klett, III of
49 Dickinson Wright PLLC appeared on behalf of Defendant, Golden Gate Casino, LLC. Having

1 considered Plaintiffs' Motion for Final Approval of Collective and Class Action Settlement and
2 for Attorneys' Fees and Costs and Class Representative Enhancement Payments and the papers
3 submitted in support thereof, in recognition of the Court's duty to make sure that a settlement,
4 taken as a whole, is fair, reasonable, and adequate and when awarding attorney's fees in a class
5 action, a court must make sure that counsel is fairly compensated for the amount of work done
6 as well as for the results achieved, it is hereby ORDERED, ADJUDGED AND DECREED AS
7 FOLLOWS:

8 1. All terms used herein shall have the same meaning as defined in the Settlement
9 Agreement.

10 2. The Court has jurisdiction over the subject matter of this Action and over all
11 Parties to this Action, including all Class Members.

12 3. Distribution of the Notice, Consent/Claim Form, and Exclusion Form directed to
13 the Class Members as set forth in the Settlement Agreement and the other matters set forth
14 therein have been completed in conformity with the Preliminary Approval Order, including
15 individual notice to all Class Members who could be identified through reasonable effort, and
16 as otherwise set forth in the Settlement Agreement. The Notice provided due and adequate
17 notice of the proceedings and of the matters set forth therein, including the proposed Settlement
18 set forth in the Settlement Agreement, to all persons entitled to such Notice, and the Notice
19 fully satisfied the requirements of due process. All Class Members and all Released Claims are
20 covered by and included within the Settlement and the Court's Final Order and Judgment.

21 4. The Court hereby finds the Settlement was entered into in good faith. The Court
22 further finds that Plaintiffs have satisfied the standards and applicable requirements for final
23 approval of this class action settlement

24 5. The Court hereby approves the Settlement set forth in the Settlement Agreement
25 and finds the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
26 to effectuate the Settlement according to its terms. The Court finds that the Settlement has
27 been reached as a result of serious and non-collusive, arms-length negotiations. The Court

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1 further finds the Parties have conducted extensive investigation and research, and counsel for
 2 the Parties are able to reasonably evaluate their respective positions. The Court also finds the
 3 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and
 4 risks that would be presented by the further prosecution of the Action. The Court has reviewed
 5 the benefits that are being granted as part of the Settlement and recognizes the significant value
 6 to the Class Members. The Court also finds the Class is properly certified as a class for
 7 settlement purposes only. The Court also hereby finds there were no objections to the
 8 Settlement filed prior to or raised by any person on the record at the Final Approval Hearing
 9 that change the Court's decision to approve the Settlement.

10 6. As of the date of the Court's Final Order and Judgment, each and every Class
 11 Member is and shall be deemed to have conclusively released the Released Claims as against
 12 the Released Parties. As of the date of the Court's Final Order and Judgment, each and every
 13 Class Member who has not submitted a valid Request for Exclusion hereby releases and is
 14 forever barred and enjoined from instituting or prosecuting the Released Claims, except as to
 15 such rights or claims as may be created by the Settlement, against the Released Parties from
 16 December 17, 2009 up to and including the date of the Court's Final Order and Judgment. In
 17 addition, as of the date of the Court's Final Order and Judgment, each Class Member who has
 18 not submitted a valid Request for Exclusion is forever barred and enjoined from instituting or
 19 accepting damages or obtaining relief against the Released Parties relating to the Released
 20 Claims from December 17, 2009 up to and including the date of the Court's Final Order and
 21 Judgment.

22 7. Neither the Settlement nor any of the terms set forth in the Settlement
 23 Agreement is an admission by the Released Parties, nor is the Court's Final Order and
 24 Judgment Dismissing a finding of the validity of any claims in the Action or of any wrongdoing
 25 by the Released Parties. Neither the Court's Final Order and Judgment, the Settlement
 26 Agreement, nor any document referred to herein, nor any action taken to carry out the
 27 Settlement Agreement is, may be construed as, or may be used as, an admission by or against
 28 the Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or

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1 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
 2 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
 3 with regard to the denials or defenses by the Released Parties, and shall not be offered in
 4 evidence in any action or proceeding in any court, administrative agency or other tribunal for
 5 any purpose whatsoever other than to enforce the provisions of the Court's Final Order and
 6 Judgment, the Settlement Agreement, the Released Claims, or any related agreement or release.
 7 Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit
 8 in any other proceeding, the Court's Final Order and Judgment, the Settlement Agreement, and
 9 any other papers and records on file in the Action as evidence of the Settlement to support a
 10 defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion
 11 or similar defense as to the Released Claims.

12 8. The Court also hereby finds and orders that the Settlement Agreement is and
 13 constitutes a fair, reasonable and adequate compromise of the Released Claims against the
 14 Released Parties.

15 9. The Court hereby enters judgment in the Action, as of the date of entry of the
 16 Court's Final Order and Judgment, pursuant to the terms set forth in the Settlement Agreement.
 17 Without affecting the finality of the Court's Final Order and Judgment in any way, the Court
 18 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement
 19 of the Settlement, and all orders entered in connection therewith.

20 10. The settlement in the maximum amount of Seven Hundred Fifty Thousand and
 21 00/100 Dollars (\$750,000.00) as reached between the Parties is found to be fair, reasonable and
 22 adequate in light of the facts and law presented in this case, and the Settlement is hereby
 23 granted final approval.

24 11. Thierman Buck, LLP are hereby appointed and designated as counsel for the
 25 Class Representatives and the Settlement Class ("Class Counsel"). Class Counsel is authorized
 26 to act on behalf of the Settlement Class with respect to all acts or consents required by or which
 27 may be given pursuant to the Settlement Agreement, and such other acts reasonably necessary
 28

1 to consummate the Settlement Agreement.

2 12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
3 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys'
4 fees in the amount of \$250,000.00, and attorney costs in the amount of \$25,000.00, to be
5 deducted and paid from the Maximum Settlement Amount, as final payment for and complete
6 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel
7 and any other person or entity related to the Action. The Court further orders that the award of
8 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms
9 of the Settlement Agreement, and transferred and/or made payable to Class Counsel in the
10 Action.

11 13. Plaintiffs are hereby appointed and designated, for all purposes, as the
12 representatives of the Class ("Class Representatives").

13 14. The Court also hereby approves and orders Enhancement Awards to Class
14 Representatives Brandy Hill (formerly known as Brandy Roode and formerly known as Brandy
15 Welch) and Heather Blackmun in the amount of \$10,000.00 each, to be paid from the Maximum
16 Settlement Amount as set forth in the Settlement Agreement. The Court also hereby approves
17 and orders Enhancement Awards to the two opt-in/deponents, Jessica Nunes and Mary
18 Hernandez in the amount of \$2,000.00 each.

19 15. The Court also hereby approves and orders payment from the Class Settlement
20 for actual claims administration expenses incurred by the Claims Administrator, CPT Group, to
21 be paid from the Maximum Settlement Amount as set forth in the Settlement Agreement.

22
23 **IT IS SO ORDERED**

24 Dated this 3rd day of January, 2017.

25
26 
27 RICHARD F. BOULWARE, II
28 United States District Judge